



UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

SARA VICTORIA,
aka "Vanessa,"
aka "Sarita,"
MARICRUZ MENDOZA SILLAS,
aka "Mary,"
aka "Maricruz Sillas,"
RODOLPHO BOJORQUEZ,
CESAR DELGADILLO,
JOEL LIZARRAGA, and
SIMON RAMIREZ,

Defendants.

No. 2:22-cr-00418-SVW

I N F O R M A T I O N

[18 U.S.C. § 1349: Conspiracy to
Commit Health Care Fraud;
18 U.S.C. § 1028A(a)(1):
Aggravated Identity Theft;
18 U.S.C. § 982: Criminal
Forfeiture]

The Acting United States Attorney charges:

COUNT ONE

[18 U.S.C. § 1349]

[ALL DEFENDANTS]

A. INTRODUCTORY ALLEGATIONS

At times relevant to this Information:

1. Defendant SARA VICTORIA, also known as ("aka") "Vanessa,"
aka "Sarita," was a resident of San Pedro, California.

1 2. Defendant VICTORIA was the owner of Waterfront Wellness
2 Center, Inc. ("Waterfront Wellness"), located in Wilmington,
3 California. Defendant VICTORIA operated Waterfront Wellness from
4 approximately July 2015 through August 2019.

5 3. In approximately September 2019, defendant VICTORIA caused
6 to be registered with the state of California a new business, Back to
7 Life Wellness Center, Inc. ("Back to Life Wellness"), with a
8 registered address in San Pedro, California. Defendant VICTORIA
9 operated Back to Life Wellness from approximately September 2019
10 through May 2020.

11 4. In approximately May 2020, defendant VICTORIA caused to be
12 registered with the state of California a new business, The Chiroman
13 Wellness Center ("Chiroman Wellness"), with a registered address in
14 Wilmington, California. Defendant VICTORIA operated Chiroman
15 Wellness from approximately May 2020 through April 2021.

16 5. Waterfront Wellness, Back to Life Wellness, and Chiroman
17 Wellness were clinics operating in the Central District of
18 California. Waterfront Wellness, Back to Life Wellness, and Chiroman
19 Wellness offered its patients chiropractic services, acupuncture
20 treatments, and sexual services.

21 6. Defendant MARICRUZ MENDOZA SILLAS, aka "Mary," aka
22 "Maricruz Sillas," was a resident of Anaheim, California. Defendant
23 SILLAS worked for defendant VICTORIA at Waterfront Wellness, Back to
24 Life Wellness, and Chiroman Wellness, from approximately 2017 through
25 January 2021.

26 7. Defendant RODOLPHO BOJORQUEZ was a resident of Carson,
27 California. Defendant BOJORQUEZ was a longshoreman who worked in
28 Long Beach, California, and was a member of the International

1 Longshore and Warehouse Union, formerly known as the International
2 Longshoremen's and Warehousemen's Union ("ILWU"). Defendant
3 BOJORQUEZ had health insurance through the International Longshore
4 and Warehouse Union - Pacific Maritime Association ("PMA") Benefit
5 Plan ("ILWU-PMA Plan").

6 8. Defendant CESAR DELGADILLO was a resident of Wilmington,
7 California. Defendant DELGADILLO was a longshoreman who worked in
8 Long Beach, California, and was a member of the ILWU. Defendant
9 DELGADILLO had health insurance through the ILWU-PMA Plan.

10 9. Defendant JOEL LIZARRAGA was a resident of Palmdale,
11 California. Defendant LIZARRAGA was a longshoreman who worked in
12 Long Beach, California, and was a member of the ILWU. Defendant
13 LIZARRAGA had health insurance through the ILWU-PMA Plan.

14 10. Defendant SIMON RAMIREZ was a resident of Wilmington,
15 California. Defendant RAMIREZ was a longshoreman who worked in Long
16 Beach, California, and was a member of the ILWU. Defendant RAMIREZ
17 had health insurance through the ILWU-PMA Plan.

18 11. Co-conspirators L.R., R.M., C.H., and C.R. were
19 longshoremen who worked in Long Beach, California, were members of
20 the ILWU, and had health insurance through the ILWU-PMA Plan.

21 The ILWU-PMA Plan

22 12. The ILWU, together with various ILWU locals in different
23 port locations, represented dock workers at ports on the West Coast
24 of the United States, including at the ports of Los Angeles and Long
25 Beach within the Central District of California.

26 13. The PMA represented member organizations involved in the
27 shipping industry and arranged on their behalf for the hiring of dock
28 workers at ports on the West Coast of the United States, including at

1 the ports of Los Angeles and Long Beach within the Central District
2 of California.

3 14. The ILWU-PMA Plan was a benefit plan, established by
4 agreement between the ILWU and PMA and affecting commerce, that
5 provided a variety of benefits, including health care benefits, to
6 eligible active and retired ILWU members and their qualified
7 dependents and survivors. The ILWU-PMA Plan was thus a "health care
8 benefit program" as defined by Title 18, United States Code, Section
9 24(b). Eligible recipients of health care benefits under the ILWU-
10 PMA Plan had an annual choice to have those benefits provided through
11 either a Health Maintenance Organization or a self-funded program
12 that, effective July 1, 2000, was the ILWU-PMA Plan. The ILWU-PMA
13 Plan was funded almost entirely by the PMA.

14 15. The ILWU-PMA Plan reimbursed providers of medical services,
15 including physicians, chiropractors, and medical clinics
16 (collectively, "providers"), that treated patients covered by the
17 Plan ("Plan member" or "Plan members"). Each ILWU-PMA Plan member
18 had a unique identification number.

19 16. The ILWU-PMA Plan required providers to submit claim forms
20 to receive reimbursement for medical services provided to ILWU-PMA
21 Plan members. Among other information, providers were required to
22 include in the claim forms: (i) the ILWU-PMA Plan member's name and
23 identification number; (ii) the type of service provided; (iii) the
24 date the service was provided; (iv) the charge for the service;
25 (v) the diagnosis; and (vi) the provider's name and/or identification
26 number.

27 17. The ILWU-PMA Plan had a Preferred Provider Organization
28 ("PPO"). For medical services provided by providers within the PPO,

1 the ILWU-PMA Plan generally covered 100% of the PPO charge with no
2 deductible and without requiring Plan members receiving the services
3 to contribute any copay amount or incur any other out-of-pocket
4 costs.

5 18. The ILWU-PMA Plan provided coverage for chiropractic
6 services and had a PPO for chiropractic services, which, effective as
7 of July 1, 2009, was the Chiropractic Health Plan of California
8 ("CHPC"). For chiropractic services provided by a CHPC provider, the
9 Plan covered 100% of CHPC charges, with no out-of-pocket cost to the
10 Plan member receiving the chiropractic services. Waterfront
11 Wellness, Back to Life Wellness, and Chiroman Wellness were CHPC
12 providers. The chiropractic services covered by the ILWU-PMA Plan
13 included office visits, up to a maximum of 40 office visits related
14 to any particular "diagnosis," and up to a maximum of 18 office
15 visits related to "symptoms" in the absence of a "diagnosis." The
16 ILWU-PMA Plan provided coverage for these services both to eligible
17 active and retired ILWU members and to their spouses and dependent
18 children.

19 19. The CHPC had a Code of Conduct agreed to by its providers
20 that was developed to address specific areas of concern relating to
21 the ILWU-PMA Plan's chiropractic benefit. Among other things, the
22 Code of Conduct required treatments provided to an ILWU-PMA Plan
23 member to be medically necessary and only to address the specific
24 condition as diagnosed and documented in the ILWU-PMA Plan member's
25 patient's history.

26 B. THE OBJECT OF THE CONSPIRACY

27 20. Beginning in or about January 2017 and continuing until at
28 least in or about April 2021, in Los Angeles County, within the

1 Central District of California, and elsewhere, defendants VICTORIA,
2 SILLAS, BOJORQUEZ, DELGADILLO, LIZARRAGA, and RAMIREZ conspired with
3 one another, and with others known and unknown to the Acting United
4 States Attorney, to commit Health Care Fraud, in violation of Title
5 18, United States Code, Section 1347.

6 C. MANNER AND MEANS OF THE CONSPIRACY

7 21. The object of the conspiracy was carried out, and was to be
8 carried out, in substance, as follows:

9 a. Defendant VICTORIA would hire women, including
10 defendant SILLAS, to provide sexual services to ILWU-PMA Plan members
11 at Waterfront Wellness, Back to Life Wellness, and Chiroman Wellness.

12 b. Defendants BOJORQUEZ, DELGADILLO, LIZARRAGA, and
13 RAMIREZ, and other co-conspirators, would visit Waterfront Wellness,
14 Back to Life Wellness, and Chiroman Wellness to obtain sexual
15 services from defendants VICTORIA and SILLAS, and other women.

16 c. As payment for those sexual services, defendants
17 BOJORQUEZ, DELGADILLO, LIZARRAGA, and RAMIREZ, and other co-
18 conspirators, would authorize Waterfront Wellness, Back to Life
19 Wellness, and Chiroman Wellness to submit claims to the ILWU-PMA Plan
20 for chiropractic and acupuncture services, each knowing that they had
21 not received chiropractic and acupuncture services, and had in fact
22 received sexual services.

23 d. Defendants BOJORQUEZ, DELGADILLO, and RAMIREZ, and
24 other co-conspirators, would authorize Waterfront Wellness, Back to
25 Life Wellness, and Chiroman Wellness to submit claims on behalf of
26 their relatives and other beneficiaries, knowing that the
27 beneficiaries had not received covered services that day or even
28 visited Waterfront Wellness, Back to Life Wellness, or Chiroman

1 Wellness. Defendants VICTORIA, SILLAS, BOJORQUEZ, DELGADILLO, and
2 RAMIREZ, and other co-conspirators would cause Waterfront Wellness,
3 Back to Life Wellness, and Chiroman Wellness to submit claims to the
4 ILWU-PMA Plan for chiropractic and acupuncture services that were in
5 fact not rendered to relatives and other beneficiaries covered under
6 their insurance plan, so defendants BOJORQUEZ, DELGADILLO, and
7 RAMIREZ could continue receiving sexual services even after using all
8 their allotted visits.

9 e. Defendant SILLAS would recruit ILWU-PMA Plan members
10 to obtain sexual services from Waterfront Wellness, Back to Life
11 Wellness, and Chiroman Wellness in exchange for allowing Waterfront
12 Wellness, Back to Life Wellness, and Chiroman Wellness to submit
13 false claims to ILWU-PMA Plan for chiropractic and acupuncture
14 services.

15 f. Defendant RAMIREZ would authorize his relatives and
16 friends to obtain sexual services from Waterfront Wellness, Back to
17 Life Wellness, and Chiroman Wellness, and authorize Waterfront
18 Wellness, Back to Life Wellness, and Chiroman Wellness to submit
19 claims to the ILWU-PMA Plan for chiropractic and acupuncture services
20 under the false pretense that those chiropractic and acupuncture
21 services were rendered to defendant RAMIREZ.

22 g. Once defendants BOJORQUEZ, DELGADILLO, and RAMIREZ,
23 and co-conspirators L.R., R.M., C.H., and C.R., and others either
24 visited Waterfront Wellness, Back to Life Wellness, and Chiroman
25 Wellness, or agreed to have defendants VICTORIA and SILLAS submit
26 claims to the ILWU-PMA Plan for visits that never occurred, defendant
27 VICTORIA would bill, and cause employees of Waterfront Wellness, Back
28 to Life Wellness, and Chiroman Wellness to bill, the ILWU-PMA Plan

1 for services not rendered. As defendants VICTORIA and SILLAS and the
2 other co-conspirators then knew, the claims included materially false
3 and misleading statements and omissions that the patients had
4 received medically necessary chiropractic and acupuncture services
5 from qualified medical professionals, when, in fact, as defendants
6 VICTORIA and SILLAS and the other co-conspirators then knew, they had
7 not, and on some occasions, had not even visited Waterfront Wellness,
8 Back to Life Wellness, or Chiroman Wellness on that day.

9 h. Defendant VICTORIA would use the national provider
10 identifiers of chiropractors to submit fraudulent claims to the ILWU-
11 PMA Plan on behalf of defendants BOJORQUEZ, DELGADILLO, LIZARRAGA,
12 and RAMIREZ, other co-conspirators, and their relatives, when, as
13 defendant VICTORIA knew, those chiropractors did not actually provide
14 any services to defendants BOJORQUEZ, DELGADILLO, LIZARRAGA, and
15 RAMIREZ, other co-conspirators, and their relatives.

16 i. Defendant VICTORIA would pay ILWU-PMA Plan members,
17 including defendants LIZARRAGA, and RAMIREZ, and other co-
18 conspirators, to allow defendant VICTORIA to bill the ILWU-PMA Plan
19 when ILWU-PMA Plan members did not visit Waterfront Wellness, Back to
20 Life Wellness, and Chiroman Wellness.

21 22. Between in or about January 2017 and in or about August
22 2021, through Waterfront Wellness, Back to Life Wellness, and
23 Chiroman Wellness, defendant VICTORIA and other coconspirators
24 submitted and caused to be submitted at least \$2,110,920.30 in
25 fraudulent claims to the ILWU-PMA Plan, for which the ILWU-PMA Plan
26 paid at least \$551,810.09.

1 D. OVERT ACTS

2 23. On or about the following dates, in furtherance of the
3 conspiracy and to accomplish its object, defendants VICTORIA, SILLAS,
4 BOJORQUEZ, DELGADILLO, LIZARRAGA, and RAMIREZ, and others known and
5 unknown to the Acting United States Attorney, committed and willfully
6 caused others to commit the following overt acts, among others, in
7 the Central District of California and elsewhere:

8 Overt Act No. 1: On or about June 6, 2019, defendants
9 VICTORIA and DELGADILLO caused to be submitted to the ILWU-PMA Plan a
10 false and fraudulent claim for reimbursement in the amount of \$320
11 for chiropractic, manual therapy, and physical therapy services
12 purportedly provided to S.D. that S.D. did not, in fact, receive.

13 Overt Act No. 2: On or about March 12, 2020, using coded
14 language in a text message, defendant VICTORIA obtained authorization
15 from co-conspirator C.R. to submit fraudulent claims to the ILWU-PMA
16 Plan using the name of co-conspirator C.R.'s wife, M.J., who was a
17 beneficiary of co-conspirator C.R.'s health insurance under the ILWU-
18 PMA Plan.

19 Overt Act No. 3: On or about March 18, 2020, in a text
20 message, defendant VICTORIA obtained a picture of M.J.'s driver's
21 license from co-conspirator C.R.

22 Overt Act No. 4: On or about May 21, 2020, in a text message,
23 defendant DELGADILLO authorized defendant VICTORIA to submit
24 fraudulent claims to the ILWU-PMA Plan under his daughter's name, who
25 was a beneficiary of defendant DELGADILLO's health insurance under
26 the ILWU-PMA Plan.

27 Overt Act No. 5: On or about August 14, 2020, defendant
28 VICTORIA caused to be submitted to the ILWU-PMA Plan a false and

1 fraudulent claim for reimbursement in the amount of \$60 for
2 chiropractic, manual therapy, and physical therapy services
3 purportedly provided to co-conspirator L.R. that co-conspirator L.R.
4 did not, in fact, receive, but instead received sexual services.

5 Overt Act No. 6: On or about August 17, 2020, defendants
6 VICTORIA and LIZARRAGA caused to be submitted to the ILWU-PMA Plan a
7 false and fraudulent claim for reimbursement in the amount of \$405
8 for chiropractic, manual therapy, and physical therapy services
9 purportedly provided to defendant LIZARRAGA that defendant LIZARRAGA
10 did not, in fact, receive, but instead received sexual services.

11 Overt Act No. 7: On or about August 20, 2020, in a text
12 message, co-conspirator C.R. told defendant VICTORIA, "Heard the
13 Columbian is in today haha. Would I be able to use my wife's? I
14 know it's last minute."

15 Overt Act No. 8: On or about August 26, 2020, defendant
16 VICTORIA caused to be submitted to the ILWU-PMA Plan a false and
17 fraudulent claim for reimbursement in the amount of \$395 for
18 chiropractic, manual therapy, and physical therapy services
19 purportedly provided to M.J. that M.J. did not, in fact, receive.

20 Overt Act No. 9: On or about August 26, 2020, defendant
21 VICTORIA caused to be submitted to the ILWU-PMA Plan a false and
22 fraudulent claim for reimbursement in the amount of \$60 for
23 chiropractic, manual therapy, and physical therapy services
24 purportedly provided to co-conspirator C.H. that co-conspirator C.H.
25 did not, in fact, receive, but instead received sexual services.

26 Overt Act No. 10: On or about September 2, 2020, in a text
27 message, defendant VICTORIA told co-conspirator C.R., "Hi new girl."

1 Co-conspirator C.R. responded, "If I can I'll text you" but "If not
2 want to charge me? And I'll take the \$60."

3 Overt Act No. 11: On or about September 2, 2020, using coded
4 language in a text message, co-conspirator C.R. asked defendant
5 VICTORIA to submit false claims to the ILWU-PMA Plan using M.J.'s
6 information once a week in exchange for a monthly kickback payment to
7 co-conspirator C.R. of \$240.

8 Overt Act No. 12: On or about January 13, 2021, defendants
9 VICTORIA and DELGADILLO caused to be submitted to the ILWU-PMA Plan a
10 false and fraudulent claim for reimbursement in the amount of \$305
11 for chiropractic, manual therapy, and physical therapy services
12 purportedly provided to defendant DELGADILLO's daughter, S.D., that
13 S.D. did not, in fact, receive.

14 Overt Act No. 13: On or about January 15, 2021, in a text
15 message, co-conspirator L.R. asked defendant VICTORIA, "Who is
16 working today?" Defendant VICTORIA responded, "A new girl." Co-
17 conspirator L.R. asked, "She got booty or big boobs? Or both?"
18 Defendant VICTORIA replied, "both." Defendant VICTORIA and
19 co-conspirator L.R. then agreed that co-conspirator L.R. would come
20 into Chiroman Wellness several days later to obtain sexual services.

21 Overt Act No. 14: On or about January 25, 2021, in a text
22 message, defendant RAMIREZ provided defendant VICTORIA with the names
23 and birth dates of four of his family members, including A.R., who
24 were beneficiaries of defendant RAMIREZ's health insurance under the
25 ILWU-PMA Plan, so that defendant VICTORIA could submit fraudulent
26 claims to the ILWU-PMA Plan using their names, for cash payments and
27 sexual services for defendant RAMIREZ.

1 Overt Act No. 15: On or about February 2, 2021, in a text
2 message, defendant SILLAS informed defendant VICTORIA that defendant
3 SILLAS would contact a customer to obtain the customer's consent to
4 fraudulently bill his health insurance.

5 Overt Act No. 16: On or about February 9, 2021, in text
6 messages, defendant RAMIREZ told defendant VICTORIA that defendant
7 RAMIREZ was directing his friend, "BooBoo," to Chiroman Wellness to
8 obtain sexual services, and that defendant RAMIREZ authorized
9 defendant VICTORIA to use defendant RAMIREZ's name to submit a
10 fraudulent claim to the ILWU-PMA Plan for false chiropractic services
11 to pay for sexual services for BooBoo.

12 Overt Act No. 17: On or about February 15, 2021, defendants
13 VICTORIA and RAMIREZ caused to be submitted to the ILWU-PMA Plan a
14 false and fraudulent claim for reimbursement in the amount of \$425
15 for chiropractic, manual therapy, and physical therapy services
16 allegedly provided to defendant RAMIREZ that defendant RAMIREZ did
17 not, in fact, receive.

18 Overt Act No. 18: On or about February 25, 2021, using coded
19 language in a text message, defendant SILLAS informed defendant
20 VICTORIA that defendant SILLAS told a customer that the customer
21 could only obtain sexual services if the customer allowed defendant
22 VICTORIA to bill the customer's health insurance.

23 Overt Act No. 19: On or about February 26, 2021, defendant
24 VICTORIA caused to be submitted to the ILWU-PMA Plan a false and
25 fraudulent claim for reimbursement in the amount of \$425 for
26 chiropractic, manual therapy, and physical therapy services allegedly
27 provided to M.J. that M.J. did not, in fact, receive.

1 Overt Act No. 20: On or about March 3, 2021, using coded
2 language in a text message, co-conspirator C.R. inquired about how
3 much money defendant VICTORIA would pay him for allowing defendant
4 VICTORIA to submit fraudulent claims to the ILWU-PMA Plan using the
5 information of co-conspirator C.R. and his wife, M.J. Defendant
6 VICTORIA responded, "50 for you 50 for your wife."

7 Overt Act No. 21: On or about March 15, 2021, defendants
8 VICTORIA and BOJORQUEZ caused to be submitted to the ILWU-PMA Plan a
9 false and fraudulent claim for reimbursement in the amount of \$425
10 for chiropractic, manual therapy, and physical therapy services
11 allegedly provided to R.B. that R.B. did not, in fact, receive.

12 Overt Act No. 22: On or about March 17, 2021, defendant
13 VICTORIA caused to be submitted to the ILWU-PMA Plan a false and
14 fraudulent claim for reimbursement in the amount of \$70 for
15 chiropractic, manual therapy, and physical therapy services
16 purportedly provided to co-conspirator R.M. that co-conspirator R.M.
17 did not, in fact, receive, but instead received sexual services.

18 Overt Act No. 23: On or about March 18, 2021, in a text
19 message, defendant VICTORIA asked co-conspirator R.M., "Did you want
20 to see sindee tomorrow" who was "[t]he girl from Chicago," and co-
21 conspirator R.M. responded, "When are we going to fuck?" Defendant
22 VICTORIA replied, "I'm not working all that much but when Mary gets
23 back it will free up my time." Co-conspirator R.M. responded, "I'm
24 going to fuck her too." Co-conspirator R.M. then stated, "[y]ou
25 should give me a free one for being such a good client," and
26 defendant VICTORIA and co-conspirator R.M. agreed that co-conspirator
27 R.M. would come to Chiroman Wellness that day so that co-conspirator
28 R.M. could obtain sexual services.

1 Overt Act No. 24: On or about March 19, 2021, in a text
2 message, co-conspirator R.M. informed defendant VICTORIA, "Hey I have
3 to work till 12 so bill me for yesterday. Sorry."

4 Overt Act No. 25: On or about March 23, 2021, using coded
5 language in a text message, defendant RAMIREZ informed defendant
6 VICTORIA that defendant VICTORIA owed defendant RAMIREZ \$560 for
7 approximately eight fraudulent claims submitted by defendant VICTORIA
8 to the ILWU-PMA Plan for services allegedly provided to defendant
9 RAMIREZ.

10 Overt Act No. 26: On or about March 30, 2021, in text
11 messages, defendant LIZARRAGA sent defendant VICTORIA a picture of
12 several Explanation of Benefits from the ILWU-PMA Plan and stated,
13 "OK. Just so you know, this makes #12. I don't know if you want to
14 pay those ones or keep going until you get to number 20 ?"

15 Overt Act No. 27: On or about March 30, 2021, in a text
16 message, defendant VICTORIA responded to defendant LIZARRAGA, "After
17 I paid you I only did 2."

COUNT TWO

[18 U.S.C. § 1028A(a)(1)]

[DEFENDANT VICTORIA]

On or about June 6, 2019, in Los Angeles County, within the Central District of California, defendant SARA VICTORIA, also known as ("aka") "Vanessa," aka "Sarita," knowingly possessed and used, without lawful authority, a means of identification that defendant VICTORIA knew belonged to another person, namely, the name of victim L.M., during and in relation to the offense of Conspiracy to Commit Health Care Fraud, a felony violation of Title 18, United States Code, Section 1349, as charged in Count One of this Information.

FORFEITURE ALLEGATION

[18 U.S.C. § 982]

1. Pursuant to Rule 32.2(a), Fed. R. Crim. P., notice is hereby given that the United States will seek forfeiture as part of any sentence, pursuant to Title 18, United States Code, Section 982(a)(7), in the event of any defendant's conviction of the offenses set forth in either of Counts One or Two of this Information.

2. Any defendant so convicted shall forfeit to the United States of America the following:

(a) All right, title, and interest in any and all property, real or personal, that constitutes or is derived, directly or indirectly, from the gross proceeds traceable to the commission of any offense of conviction; and

(b) To the extent such property is not available for forfeiture, a sum of money equal to the total value of the property described in subparagraph (a).

3. Pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 982(b), any defendant so convicted shall forfeit substitute property, up to the total value of the property described in the preceding paragraph if, as a result of any act or omission of said defendant, the property described in the preceding paragraph, or any portion thereof (a) cannot be located upon the exercise of due diligence; (b) has been transferred, sold to or deposited with a third party; (c) has been placed beyond the jurisdiction of the Court; (d) has been

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1 substantially diminished in value; or (e) has been commingled with
2 other property that cannot be divided without difficulty.

3
4 STEPHANIE S. CHRISTENSEN
Acting United States Attorney

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7 SCOTT M. GARRINGER
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